TERMS OF BUSINESS AGREEMENT

1: Definitions

International Travel and Healthcare Limited/ ITHC /we/us/our shall mean: International Travel and Healthcare Limited whose registered office is at:
West House,
46 High Street,
Orpington,
Kent BR6 0JQ.

Registered in England and Wales no. 05461888.
Tel: +44 (0) 1689 892 228
Email: info@int-travelandhealthcare.com.

You/Yours shall mean;
The client or potential client of International Travel and Healthcare Limited.

2: Introduction

If you require any documentation in an alternative format such as large print, please contact us.

The Financial Conduct Authority (FCA) regulates Financial Services firms in the United Kingdom.
The FCA requires us to give you this document. You should use this information to decide if our services are right for you.

We are authorised and regulated by the Financial Conduct Authority (FCA) and we are bound by FCA rules in respect of Insurance Distribution activities. Our Firm Reference number is 433367. You can check this on the FCA’s Register by visiting the FCA’s website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

Our permitted business includes arranging, distributing and the administration of non-investment insurance business.

Please read this Agreement carefully, as it contains details of our regulatory and statutory responsibilities. It also sets out the terms on which ITHC agrees to act for our clients.
If there is anything with which you disagree, or if you do not fully understand anything in this Agreement, please contact us.

ITHC is an independent intermediary. We are not contractually bound to any one specific insurer. We have facilities with a number of insurers, this includes:

- Europ Assistance S.A.
- MAFPRE Asistencia,
- Acasta (Europe) Limited.
3: Products and Services

We do not provide any insurance recommendations.

You must therefore ensure that any policy you purchase from us meets your needs.

We will assist you as much as possible and provide you with information and answer any questions you may have. We may ask you some questions to narrow down the selection of insurance products based on what you tell us is your requirement. You will then need to make your own choice about whether to proceed.

We pride ourselves on providing the highest standards of service to our clients. We will provide you with details of the cover effected for you as well as those of the insurer(s) underwriting your insurance. ITHC will use its best endeavours to place cover on your behalf but we do not guarantee to be able to do so. If you effect a policy through us or our Appointed Representative, we will, during the currency of the policy, administer it, make any adjustments you require, provide assistance if you need to make a claim and, if the policy is renewable, tell you when it is due for renewal.

Instructions to cancel your policy will only be accepted by us in writing. We will only refund premium (if it is applicable) back via the method by which you made the payment originally. We will not refund premium to a person or firm, if it is different to the person or firm with whom we contracted initially. In the event of the death of an insured person, we will refund the estate of the deceased.

There may be occasions when we act for both you and the insurer. If this situation arises you will be advised.

Your policy may, in certain circumstances, be transferred to a different provider without prior discussion with you. The decision will have been taken in your best interests and the cover will remain the same. We will write to tell you if this has happened.

4: Your duty to provide information

It is your responsibility to provide complete and accurate information to insurers when you take out your policy and throughout its currency. It is essential that you ensure that all statements you make at the time of application, or in completing claim forms and all other documents are full and accurate.

Please be aware that if you fail to disclose any information, or fail to advise a change in your circumstances to your insurers, this would include changes to your health after the inception of your policy, which could influence the cost of your insurance, or affect the insurers decision to accept or continue your insurance, your policy may therefore be invalid and part or all of a claim may not be paid.

It is an offence to deliberately make false statements, withhold or misrepresent information

We recommend that you keep a record of all information given to us, including telephone calls, copies of all letters, emails and claim forms completed whether in hard copy or on-line.
5: Policy Terms and Conditions

It is in your own best interests to read your policy documents carefully when you receive them. Together the Policy Wording and the Schedule of Insurance issued to you by us, along with any relevant Medical Screening Declaration or Letters of Acceptance form the Contract of Insurance that you have purchased.

6: Claims

It is essential that you notify your insurer promptly of any claim, as failure to do so could prejudice your position. You will find all the relevant contact numbers and your insurer’s claim reporting requirements in your Policy Wording. You will be required to give all necessary information and assistance to insurers so that they can deal with your claim.

7: Renewals

Where ITHC has arranged a renewable policy on your behalf, the replacement of that policy will not automatically be renewed. We will make every effort to contact you prior to renewal to obtain your instructions but if, for whatever reason, we do not receive your instructions by your renewal date we will not renew your policy and we will not be held liable for any loss you may suffer if you fail to provide the necessary instructions in sufficient time before renewal.

8: What you will have to pay for our services

We reserve the right to charge fees or make other charges in addition to any insurance premiums for the arranging, amending, renewing and cancellation of any policy. Any fees or charges will always be advised to you and will include Insurance Premium Tax (IPT) at the prevailing rate.

Our Tariff of Charges for our comprehensive Travel Insurance schemes are as follows:

To incept a new Policy or to renew a Policy, our Policy Administration Fee is between £10 and £45 and is dependent upon the Policy you buy.

To make a Mid-Term Adjustment (MTA) to the Policy of any kind, which is requested after 14 days of inception of the Policy our MTA Fee is £20.

To make a Mid Term Adjustment within 14 days of inception of a new Policy there is no charge.

To cancel a Policy within 14 days of inception (within the cooling off period) as long as you don't intend to make a claim, or have made a claim, or have already travelled, there is no charge.

To cancel a Policy after 14 days of inception as long as you don't intend to make a claim, or have made a claim, or have already travelled our Cancellation Fee is £35. This is additional to the Policy Administration Fee which is charged when you first incept your insurance. You will receive a refund of premium based on the amount of time your policy has been in effect.
Our Tariff of Charges for our Safe-Journey Terrorism Insurance scheme is as follows:

To incept a new Policy or to renew a Policy, our Policy Administration Fee is 15% of the Gross Premium pre Insurance Premium Tax.

To make a Mid Term Adjustment (MTA) to the Policy of any kind, which is requested after 14 days of inception of the Policy, our MTA Fee is £10.

To make a Mid Term Adjustment within 14 days of inception of a new Policy there is no charge.

To cancel a Policy within 14 days of inception (within the cooling off period) as long as you don’t intend to make a claim, or have made a claim, or have already travelled, there is no charge.

To cancel a Policy after 14 days of inception as long as you don’t intend to make a claim, or have made a claim, or have already travelled, our Cancellation Fee is £35. This is additional to the Policy Administration Fee which is charged when you first incept your insurance. You will receive a refund of premium based on the amount of time your policy has been in effect.

9: Premium Payment

You must pay ITHC all amounts shown on your Quotation and Medical Screening Documents in order to incept your cover. Cover will not be provided until all payments have been made and have cleared.

We are under no obligation to fund premium to insurers on your behalf, therefore failure to pay the monies due will result in your cover not being issued.

10: Client Money

We are governed by strict rules pertaining to client money. We do not have permission from the Financial Conduct Authority to hold client money. All money received by us from clients is paid into special accounts which form the property of the individual insurers through whom we transact insurance business. Such accounts are called ‘risk transfer’ by the Financial Conduct Authority and monies in these accounts are protected from claims by our creditors. Any interest earned on these accounts will be retained by us. By accepting these Terms of Business you are giving your consent for us to operate in this way.

11: Risk Transfer

We act as agents for insurers for the collection and refunding of premiums. This means that premiums are treated as being received by insurers when received in our bank account. Premium refunds are treated as received by you when actually paid over to you. There are occasions where such transactions are restricted and we will tell you if this is the case.

12: Complaints

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you. The procedure below has been put in place to ensure that your concerns are dealt with promptly and fairly. Please remember to quote your name as shown on your current schedule and the policy number in all correspondence and telephone calls.
In the first instance, we would encourage you to notify your usual contact and ask for your complaint to be investigated. Alternatively, you can telephone our Compliance Officer on 01689 892 228. You may write to International Travel and Healthcare Limited, West House, 46 High Street, Orpington, Kent BR6 0JQ. United Kingdom.

Email: info@int-travelandhealthcare.com.

If we cannot resolve your complaint immediately, we will acknowledge it within 2 working days. It will then be investigated. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response.

If you were sold your insurance online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on http://ec.europa.eu/odr

If your insurance has been placed at Lloyd’s you may, if you remain dissatisfied, ask Lloyd’s to review your case by contacting Managing Agent Services, Lloyd’s Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Email: complaints@lloyds.com

If you are still unhappy with the delay, the way your complaint has been handled or, if your complaint has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service (FOS), an independent body at:

Exchange Tower, London E14 9SR. Tel: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.

FINANCIAL SERVICES COMPENSATION SCHEME

The insurers participating in this insurance are covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that the insurer is financially unable to pay claims made against it. For all non-compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. There is no upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.
13: Data Protection – information uses

For the purposes of the Data Protection Act 1998, International Travel and Healthcare Limited is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and if necessary, have corrected the information held about you. We will, on request, supply details of the databases, registers and agencies that we access.

Sensitive data

ITHC as well as participating insurers, their agents and other suppliers may need to collect data which the Data Protection Act defines as “sensitive” such as medical history in order to assess your application, make changes to your policy, for medical screening purposes or to administer claims. The agreement to proceed with this policy signifies your consent to the information being used in this way.

Marketing

We may use your information to keep you informed by post, telephone, e-mail or other means about products and services that we provide which may be of interest to you. Your information may also be used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to

Managing Director, International Travel and Healthcare Limited,
West House, 46 High Street, Orpington, Kent BR6 0JQ

or email info@int-travelandhealthcare.co.uk.

Administration and regulatory compliance

The information you supply may be:

- used for insurance, medical screening and claims administration, debt collection, research and statistical analysis by us, our associated companies, by participating insurers, their agents and suppliers.
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers’ compliance with any regulatory rules and codes of conduct.
- shared with other insurers either directly or via those acting for them such as claims administrators, lawyers and investigators.
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

Fraud detection and prevention

ITHC, participating insurers and/or their representatives, agents and suppliers may, in order to detect and prevent fraud;

- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the Electoral Roll, County Court Judgements, Bankruptcy Orders, UK and EU Sanctions Lists
- validate your claims history or that of any insured person or property involved in a policy or a claim.
14: Security

Whilst we make every effort to ensure that cover is placed with financially strong insurers, we do not guarantee the solvency of any insurer with whom we place business. If a participating insurer becomes insolvent, you may still be liable for the premium, whether in full or pro rata. We will not be responsible for any losses that you may incur as a result of any solvency difficulties experienced by insurers.

15: Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) which acts as a safety net in the unlikely event that we cannot meet our obligations. Insurance advising and arrangement is covered for first £2,000 and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

16: Communications

Writing - All communications between you and us including all communication of terms and conditions will be in English unless otherwise agreed in writing.

Electronic - Both we and you, may communicate with each other using electronic mail and attachments including via our website and by text. Both parties accept the inherent risks of using such means of communication. Electronic mail will be considered to have been received by the other party when actively acknowledged. Both parties are responsible for checking that messages received are complete and both agree that, in the event of a dispute, neither will dispute the legal evidential standing of an electronic document. Any agreement reached using electronic mail will be binding on both parties. If you do not want us to communicate with you via email you must please advise us before you incept your policy.

Telephone – Both we and you may communicate by telephone but it is agreed that no instructions requiring action will be left on any messaging service since neither party can guarantee that they will be received or acted upon.

17: Third party rights

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement other than other member companies of ITHC.
18: Amendment to terms

We may amend the terms of the agreement at any time by giving you fourteen days notice in writing.

19: Duration and termination

This agreement commences from the date that you appoint us to act as your intermediary or you instruct us to arrange insurances on your behalf whichever of these dates is the earlier.

This agreement will continue until you or we terminate it by giving seven days notice in writing. In the event of termination by you, we will be entitled to receive all fees or brokerage payable (whether or not these have been received by us) in relation to all policies placed by us prior to termination of the agreement.

20: Governing law and jurisdiction

This agreement is governed by and construed in accordance with the laws of England and Wales. If there is a dispute, it will be subject to the jurisdiction of the courts of England and Wales.